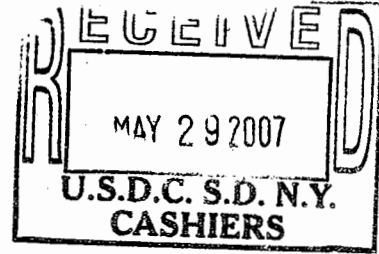


Duval & Stachenfeld LLP
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



----- X
DLJ MORTGAGE CAPITAL, INC.,

Plaintiff,

-against-

HOME LOAN CORPORATION D/B/A
EXPANDED MORTGAGE CREDIT,

Defendant.
----- X

JUDGE MARRERO

COMPLAINT

07 Civ. _____

07 CIV 4167

ECF CASE (VK) (TK)

Plaintiff DLJ Mortgage Capital, Inc. (hereinafter "DLJMC" or "plaintiff"), by its attorneys, Duval & Stachenfeld LLP, for its complaint against defendant Home Loan Corporation d/b/a Expanded Mortgage Credit ("Home Loan"), alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction pursuant to 28 U.S.C. § 1332(a) in that the amount in controversy is in excess of \$75,000, exclusive of interest and costs, and there is diversity between the parties.

2. Venue is proper pursuant to 28 U.S.C. § 1391(a).

THE PARTIES

3. Plaintiff DLJMC is a corporation organized and existing under the laws of the state of Delaware. DLJMC is a purchaser of mortgage loans and maintains its principal place of business in New York, New York.

4. Upon information and belief, defendant Home Loan is a company organized and existing under the laws of the state of Texas. Upon information and belief, Home Loan is a mortgage banker and maintains its principal place of business in Houston, Texas.

FACTUAL ALLEGATIONS

The Loan Purchase Agreements

5. On June 1, 2001, DLJMC and Home Loan entered into a Seller's Purchase, Warranties and Interim Servicing Agreement (the "Original Seller's Purchase Agreement").

6. On April 1, 2005, DLJMC and Home Loan entered into an Amended and Restated Seller's Purchase, Warranties and Interim Servicing Agreement (the "Amended and Restated Seller's Purchase Agreement," and together with the Original Seller's Purchase Agreement, the "Home Loan Seller's Purchase Agreements").

7. On June 1, 2004, DLJMC and Home Loan entered into a Mortgage Loan Purchase and Interim Servicing Agreement (the "Original Mortgage Loan Purchase Agreement").

8. On April 1, 2005, DLJMC and Home Loan entered into an Amended and Restated Mortgage Loan Purchase and Interim Servicing Agreement (the "First Amended and Restated Mortgage Loan Purchase Agreement").

9. On January 1, 2006, DLJMC and Home Loan entered into a second Amended and Restated Mortgage Loan Purchase Agreement (the "Second Amended and Restated Mortgage Loan Purchase Agreement," and together with the Original Mortgage Loan Purchase Agreement and the First Amended and Restated Mortgage Loan Purchase Agreement, the "Home Loan Mortgage Loan Purchase Agreements").

10. Under both the Home Loan Seller's Purchase Agreements and the Home Loan Mortgage Loan Purchase Agreements, Home Loan would originate and sell certain mortgage loans to DLJMC in accordance with the terms of both the Home Loan Seller's Purchase Agreements and the Home Loan Mortgage Loan Purchase Agreements.

11. DLJMC has performed and completed all of the terms and conditions required of it by both the Home Loan Seller's Purchase Agreements and the Home Loan Mortgage Loan Purchase Agreements. As set forth below, Home Loan has breached the Home Loan Seller's Purchase Agreements and the Home Loan Mortgage Loan Purchase Agreements in several respects, including, but not limited to, failing to repurchase loans due to early payment defaults pursuant to Sections 3.05 of the Home Loan Seller's Purchase Agreements and Sections 8.04 of the Home Loan Mortgage Loan Purchase Agreements.

THE EARLY PAYMENT DEFAULT LOANS

Home Loan's Failure to Repurchase The Early Payment Default Loans From DLJMC Pursuant to Sections 3.05 of the Home Loan Seller's Purchase Agreements

12. Pursuant to Sections 3.05 of the Home Loan Seller's Purchase Agreements, entitled "Repurchase of Mortgage Loans with Early Payment Defaults," Home Loan agreed to repurchase from DLJMC certain mortgage loans as to which there occurred payment defaults within three months after the Closing Date (as defined in the Home Loan Seller's Purchase Agreements) for such Mortgage Loans. Sections 3.05 of the Home Loan Seller's Purchase Agreements specifically provide as follows:

If (a) a Mortgagor is thirty (30) days or more delinquent with respect to any of the first three (3) Monthly Payments due to [DLJMC] on the related Mortgage Loan immediately following the applicable Closing Date . . . [Home Loan], at [DLJMC's] option, shall promptly repurchase such Mortgage Loan from [DLJMC] within five (5) Business Days' of receipt of written notice from [DLJMC], in

accordance with the procedures set forth in Section 3.03 hereof, however, any such repurchase shall be made at the Repurchase Price.

13. Certain of the Mortgage Loans that DLJMC purchased from Home Loan pursuant to the Home Loan Seller's Purchase Agreements were thirty days or more delinquent within three months after the Closing Date (hereafter these loans are collectively referred to as the "Home Loan Seller's Purchase Agreements Early Payment Default Loans").

14. Accordingly, commencing no later than March 31, 2005, and continuing through January 12, 2007, DLJMC requested that Home Loan repurchase the Home Loan Seller's Purchase Agreements Early Payment Default Loans pursuant to Sections 3.05 of the Home Loan Seller's Purchase Agreements. (Attached hereto as Exhibit A is a schedule setting forth, inter alia, the date the Home Loan Seller's Purchase Agreements Early Payment Default Loans were purchased by DLJMC from Home Loan, the date the Home Loan Seller's Purchase Agreements Early Payment Default Loans became delinquent and the sum owed to DLJMC).

15. To date, Home Loan has refused and failed to repurchase the Home Loan Seller's Purchase Agreements Early Payment Default Loans from DLJMC notwithstanding Home Loan's express and unambiguous obligation to do so pursuant to the terms of the Home Loan Seller's Purchase Agreements.

**Home Loan's Failure to Repurchase The Early Payment Default
Loans From DLJMC Pursuant to Sections 8.04 of the
Home Loan Mortgage Loan Purchase Agreements**

16. Pursuant to Sections 8.04 of the Home Loan Mortgage Loan Purchase Agreements, entitled "Early Payment Default," Home Loan agreed to repurchase from DLJMC certain mortgage loans as to which there occurred payment defaults within a certain

number of months after the Closing Date (as defined in the Home Loan Mortgage Loan Purchase Agreements) for such Mortgage Loans. Sections 8.04 of the Home Loan Mortgage Loan Purchase Agreements specifically provides as follows:

In the event that, (i) the related Mortgagor becomes sixty (60) days or more delinquent with respect to the Mortgage Loan's first three (3) Monthly Payments due to [DLJMC] following the applicable Closing Date, or (ii) the related Mortgagor is thirty (30) days delinquent with respect to a Mortgage Loan's fourth Monthly Payment due following the applicable Closing Date and fails to make the next succeeding Monthly Payment within thirty (30) days of its Due Date (each, an "Early Payment Default Mortgage Loan"), then upon five (5) Business Days' notice to [Home Loan], [Home Loan] shall immediately repurchase each such Mortgage Loan from [DLJMC] at the Repurchase Price and in the manner set forth in Subsection 8.03.

17. Certain of the Mortgage Loans that DLJMC purchased from Home Loan pursuant to the Home Loan Mortgage Loan Purchase Agreements were Early Payment Default Mortgage Loans as defined under Sections 8.04 of the Home Loan Mortgage Loan Purchase Agreements (hereafter these loans are collectively referred to as the "Home Loan Mortgage Loan Purchase Agreements Early Payment Default Loans").

18. Accordingly, commencing no later than May 24, 2005, and continuing through October 20, 2006, DLJMC requested that Home Loan repurchase the Home Loan Mortgage Loan Purchase Agreements Early Payment Default Loans pursuant to Sections 8.04 of the Home Loan Mortgage Loan Purchase Agreements. (Attached hereto as Exhibit B is a schedule setting forth, inter alia, the date the Home Loan Mortgage Loan Purchase Agreements Early Payment Default Loans were purchased by DLJMC from Home Loan, the date the Home Loan Mortgage Loan Purchase Agreements Early Payment Default Loans became delinquent and the sum owed to DLJMC).

19. To date, Home Loan has refused and failed to repurchase the Home Loan Mortgage Loan Purchase Agreements Early Payment Default Loans from DLJMC notwithstanding Home Loan's express and unambiguous obligation to do so pursuant to the terms of the Home Loan Mortgage Loan Purchase Agreements.

**INDEMNIFICATION OBLIGATIONS UNDER
THE LOAN PURCHASE AGREEMENTS**

20. Pursuant to Sections 8.01 of the Home Loan Seller's Purchase Agreements, Home Loan agreed to indemnify DLJMC for any and all claims, losses, damages, penalties, fines, forfeitures, legal fees and related costs, judgments and any other costs, fees and expenses that DLJMC may sustain in any way related to Home Loan's failure to observe and perform its duties, obligations, and covenants in strict compliance with the terms of the Home Loan Seller's Purchase Agreements.

21. Pursuant to Sections 13.01 of the Home Loan Mortgage Loan Purchase Agreements, Home Loan agreed to indemnify DLJMC for any and all claims, losses, damages, penalties, fines, forfeitures, legal fees and related costs, judgments and any other costs, fees and expenses that DLJMC may sustain in any way related to Home Loans' failure to observe and perform its duties, obligations, and covenants in strict compliance with the terms of the Home Loan Mortgage Loan Purchase Agreements.

FIRST CLAIM FOR RELIEF
(Breach of Contract – Home Loan Seller's Purchase Agreements)

22. Plaintiff DLJMC realleges paragraphs 1 through 21 of this complaint as if fully set forth herein.

23. Pursuant to Sections 2 of the Home Loan Seller's Purchase Agreements, Home Loan agreed to sell, and DLJMC agreed to purchase, certain mortgage loans and the servicing rights related to those mortgage loans.

24. Pursuant to Sections 3.05 of the Home Loan Seller's Purchase Agreements, Home Loan agreed to repurchase from DLJMC certain mortgage loans as to which there occurred payment defaults within three months after the Closing Date.

25. DLJMC has requested that Home Loan repurchase the Home Loan Seller's Purchase Agreements Early Payment Default Loans due to their violations of the Home Loan Seller's Purchase Agreements, as set forth in paragraphs 12 through 15 above. The amount due to repurchase these loans, as of April 30, 2007, is \$975,518.60.

26. Home Loan has failed and refused to repurchase the Home Loan Seller's Purchase Agreements Early Payment Default Loans from DLJMC in violation of the terms of the Home Loan Seller's Purchase Agreements.

27. DLJMC has performed its obligations under the Home Loan Seller's Purchase Agreements.

28. As a direct, proximate and actual result of Home Loan's breach of its obligations to repurchase the Home Loan Seller's Purchase Agreements Early Payment Default Loans, DLJMC has suffered damages in an amount to be determined at trial, but which is not less than \$975,518.60 as of April 30, 2007.

SECOND CLAIM FOR RELIEF

(Breach of Contract – Home Loan Mortgage Loan Purchase Agreements)

29. Plaintiff DLJMC realleges paragraphs 1 through 28 of this complaint as if fully set forth herein.

30. Pursuant to Sections 2 of the Home Loan Mortgage Loan Purchase Agreements, Home Loan agreed to sell, and DLJMC agreed to purchase, certain mortgage loans and the servicing rights related to those mortgage loans.

31. Pursuant to Sections 8.04 of the Home Loan Mortgage Loan Purchase Agreements, Home Loan agreed to repurchase from DLJMC certain mortgage loans as to which there occurred payment defaults within a certain number of months after the Closing Date for such Mortgage Loans.

32. DLJMC has requested that Home Loan repurchase the Home Loan Mortgage Loan Purchase Agreements Early Payment Default Loans due to their violations of the Home Loan Mortgage Loan Purchase Agreements, as set forth in paragraphs 16 through 19 above. The amount due to repurchase these loans, as of April 30, 2007, is \$9,333,289.58.

33. Home Loan has failed and refused to repurchase the Home Loan Mortgage Loan Purchase Agreements Early Payment Default Loans from DLJMC in violation of the terms of the Home Loan Mortgage Loan Purchase Agreements.

34. DLJMC has performed its obligations under the Home Loan Mortgage Loan Purchase Agreements.

35. As a direct, proximate and actual result of Home Loans' breach of its obligations to repurchase the Home Loan Mortgage Loan Purchase Agreements Early Payment Default Loans, DLJMC has suffered damages in an amount to be determined at trial, but which is not less than \$9,333,289.58 as of April 30, 2007.

THIRD CLAIM FOR RELIEF

(Unjust Enrichment – Home Loan Seller's Purchase Agreements)

36. Plaintiff DLJMC realleges paragraphs 1 through 35 of this complaint as if fully set forth herein.

37. For each of the Mortgage Loans at issue, Home Loan received payment from DLJMC when it purchased the loans.

38. Home Loan has wrongfully refused to repurchase the Home Loan Seller's Purchase Agreements Early Payment Default Loans, causing DLJMC to lose the use of those moneys due and owing, and requiring DLJMC to incur attorneys' fees to recover these costs due under the Home Loan Seller's Purchase Agreements. It would be unjust and inequitable to allow Home Loan to benefit in this manner.

39. By reason of the foregoing, Home Loan has been unjustly enriched at the expense of DLJMC, and DLJMC has suffered damages in an amount to be established at trial.

FOURTH CLAIM FOR RELIEF

(Unjust Enrichment – Home Loan Mortgage Loan Purchase Agreements)

40. Plaintiff DLJMC realleges paragraphs 1 through 39 of this complaint as if fully set forth herein.

41. For each of the Mortgage Loans at issue, Home Loan received payment from DLJMC when it purchased the loans.

42. Home Loan has wrongfully refused to repurchase the Home Loan Mortgage Loan Purchase Agreements Early Payment Default Loans, causing DLJMC to lose the use of those moneys due and owing, and requiring DLJMC to incur attorneys' fees to recover these costs due under the Home Loan Mortgage Loan Purchase Agreements. It would be unjust and inequitable to allow Home Loan to benefit in this manner.

43. By reason of the foregoing, Home Loan has been unjustly enriched at the expense of DLJMC, and DLJMC has suffered damages in an amount to be established at trial.

FIFTH CLAIM FOR RELIEF
**(Indemnification – Legal Fees and Related Costs –
Home Loan Seller’s Purchase Agreements)**

44. Plaintiff DLJMC realleges paragraphs 1 through 43 of this complaint as if fully set forth herein.

45. Pursuant to Sections 8.01 of the Home Loan Seller’s Purchase Agreements, Home Loan agreed to indemnify DLJMC for any and all claims, losses, damages, penalties, fines, forfeitures, legal fees and related costs, judgments, and any other costs, fees and expenses that DLJMC may sustain in any way related to Home Loan’s failure to observe and perform its duties, obligations, and covenants in strict compliance with the terms of the Home Loan Seller’s Purchase Agreements.

46. Home Loan’s indemnification obligation expressly includes the legal fees and related costs and any other costs, fees and expenses that DLJMC may sustain in connection with Home Loan’s failure to observe and perform its obligation to repurchase the Home Loan Seller’s Purchase Agreements Early Payment Default Loans, including, but not limited to, the attorneys’ fees and other expenses incurred in this action.

47. Home Loan is therefore liable to DLJMC for all of DLJMC’s legal fees and related costs, and all other costs, fees and expenses that DLJMC has incurred, is incurring and will incur in connection with Home Loan’s failure to observe and perform its obligation to repurchase the Home Loan Seller’s Purchase Agreements Early Payment Default Loans.

SIXTH CLAIM FOR RELIEF
**(Indemnification – Legal Fees and Related Costs –
Home Loan Mortgage Loan Purchase Agreements)**

48. Plaintiff DLJMC realleges paragraphs 1 through 47 of this complaint as if fully set forth herein.

49. Pursuant to Sections 13.01 of the Home Loan Mortgage Loan Purchase Agreements, Home Loan agreed to indemnify DLJMC for any and all claims, losses, damages, penalties, fines, forfeitures, legal fees and related costs, judgments, and any other costs, fees and expenses that DLJMC may sustain in any way related to Home Loan's failure to observe and perform its duties, obligations, and covenants in strict compliance with the terms of the Home Loan Mortgage Loan Purchase Agreements.

50. Home Loan's indemnification obligation expressly includes the legal fees and related costs and any other costs, fees and expenses that DLJMC may sustain in connection with Home Loan's failure to observe and perform its obligation to repurchase the Home Loan Mortgage Loan Purchase Agreements Early Payment Default Loans, including, but not limited to, the attorneys' fees and other expenses incurred in this action.

51. Home Loan is therefore liable to DLJMC for all of DLJMC's legal fees and related costs, and all other costs, fees and expenses that DLJMC has incurred, is incurring and will incur in connection with Home Loan's failure to observe and perform its obligations to repurchase the Home Loan Mortgage Loan Purchase Agreements Early Payment Default Loans.

PRAYER FOR RELIEF

WHEREFORE, plaintiff DLJMC respectfully requests judgment against Home Loan as follows:

A. Ordering Home Loan to repurchase the Home Loan Seller's Purchase Agreements Early Payment Default Loans for the amount of \$975,518.60 as of April 30, 2007, plus interest;

B. Ordering Home Loan to repurchase the Home Loan Mortgage Loan Purchase Agreements Early Payment Default Loans for the amount of \$9,333,289.58 as of April 30, 2007, plus interest;

C. Awarding DLJMC its attorneys' fees and related costs, and all other costs, fees and expenses that DLJMC has incurred, is incurring and will incur in this action in connection with Home Loan's failure to observe and perform its obligations to repurchase the Home Loan Seller's Purchase Agreements Early Payment Default Loans;

D. Awarding DLJMC its attorneys' fees and related costs, and all other costs, fees and expenses that DLJMC has incurred, is incurring and will incur in this action in connection with Home Loan's failure to observe and perform its obligations to repurchase the Home Loan Mortgage Loan Purchase Agreements Early Payment Default Loans; and

E. Granting such other and further relief as the Court may deem just and proper.

Dated: New York, New York
May 29, 2007

Duval & Stachenfeld LLP
Attorneys for Plaintiff
DLJ Mortgage Capital, Inc.

By:

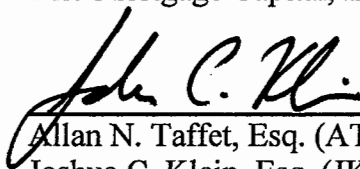

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EXHIBIT A

**HOME LOAN EARLY PAYMENT DEFAULT LOANS PURSUANT TO
§ 3.05 OF THE SELLER'S PURCHASE, WARRANTIES AND INTERIM SERVICING
AGREEMENT DATED JUNE 1, 2001, AS AMENDED AND RESTATED APRIL 1, 2005**

NAME	ADDRESS	CITY	STATE	DATE LOAN PURCHASED	DELINQUENCY DATE	DATE REPURCHASE REQUESTED	TOTAL DUE DLJMC
Burnette, Corey	2397 Louisiana Drive	Xenia	OH	05/05/06	Failed to Make Required Monthly Payment For August	12/27/06	\$48,548.55
Chavez, Evangelina	217 E. La Vista Drive	Goodyear	AZ	05/05/06	Failed to Make Required Monthly Payment For June	08/31/06	\$34,089.09
Choi, Min Wook	3508 Highway 2	Pinon Hills	CA	12/30/05	Failed to Make Required Monthly Payment For March	06/30/06	\$74,396.90
Corral, Israel	6528 Trujillo Road Southwest	Albuquerque	NM	12/30/05	Failed to Make Required Monthly Payment For March	06/30/06	\$20,915.99
Fuentes, Frank	1405 Willow Drive	Greenwood	MO	05/05/06	Failed to Make Required Monthly Payment For June	10/20/06	\$32,982.07
Fuentes, Frank	1407 Dogwood Drive	Greenwood	MO	05/05/06	Failed to Make Required Monthly Payment For May	07/27/06	\$35,834.26
Goetchius, Eric	3917 Cedar Falls Drive	Ft. Worth	TX	05/05/06	Failed to Make Required Monthly Payment For June	01/12/07	\$38,509.46
Green-McGlothin, Natasha	8512 Prairie Wind Trail	Ft. Worth	TX	05/05/06	Failed to Make Required Monthly Payment For July	09/26/06	\$34,623.50

Grundy, Michael	12432 SW Aspen Ridge Drive	Tigard	OR	08/12/04	Failed to Make Required Monthly Payment For October	03/31/05	\$73,948.74
Kennedy, Linda	4312 Sahara Lane	Plano	TX	05/05/06	Failed to Make Required Monthly Payment For July	01/12/07	\$49,692.30
Kirkendoll, Travis	440 Hageman Lane	Cedar Hill	TX	05/05/06	Failed to Make Required Monthly Payment For May	07/27/06	\$48,600.84
Martinez, David	3833 Intermezzo Way	North Las Vegas	NV	05/05/06	Failed to Make Required Monthly Payment For June	08/31/06	\$66,997.33
McInerney, John	2303 W. Washington Blvd	Chicago	IL	05/05/06	Failed to Make Required Monthly Payment For July	09/26/06	\$61,201.78
Mendoza, Carlos	3423 W. Fulton Blvd	Chicago	IL	03/30/06	Failed to Make Required Monthly Payment For March	06/30/06	\$67,031.57
Sanders, Beth	6340 Meadowcrest Drive	La Mesa	CA	05/05/06	Failed to Make Required Monthly Payment For July	10/20/06	\$129,636.95
Sibaja, Romeo	3417 Fern Avenue	McAllen	TX	05/05/06	Failed to Make Required Monthly Payment For July	09/26/06	\$34,475.23
Simons, Sherie	327 San Jose Drive	Toledo	OH	12/30/05	Failed to Make Required Monthly Payment For February	04/24/06	\$23,068.70
Xiong, Nkauj lab	8001 Florida Avenue N	Brooklyn Park	MN	12/30/05	Failed to Make Required Monthly Payment For February	04/24/06	\$55,761.03

Xiong, Yao	1870 Orange Avenue East	St. Paul	MN	05/05/06	Failed to Make Required Monthly Payments For June and July	01/12/07	\$45,204.31
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TOTAL OWED DLJMC: \$975,518.60 (as of April 30, 2007)

EXHIBIT B

**HOME LOAN EARLY PAYMENT DEFAULT
LOANS PURSUANT TO § 8.04 OF THE MORTGAGE LOAN PURCHASE
AND INTERIM SERVICING AGREEMENT DATED JUNE 1, 2004,
AS AMENDED AND RESTATED APRIL 1, 2005 AND JANUARY 1, 2006**

NAME	ADDRESS	CITY	STATE	DATE LOAN PURCHASED	DELINQUENCY DATE	DATE REPURCHASE REQUESTED	TOTAL DUE DLJMC
Akers, Kristy	7102 Curtice Street	Curtice	OH	12/30/05	Failed to Make Required Monthly Payment For April	06/30/06	\$112,764.03
Akinpelu, Irene	3305 Destiny Way	Dallas	TX	11/15/05	Failed to Make Required Monthly Payment For November	02/14/06	\$139,995.49
Akinpelu, Irene	3305 Destiny Way	Dallas	TX	11/15/05	Failed to Make Required Monthly Payment For February	04/24/06	\$39,494.91
Balderas, Sandra	3533 Jackie Street	Edinburg	TX	11/15/05	Failed to Make Required Monthly Payment For January	03/23/06	\$129,548.47
Balderas, Sandra	3533 Jackie Street	Edinburg	TX	11/15/05	Failed to Make Required Monthly Payment For December	02/17/06	\$32,899.95
Ball, Andre	7302 Copper Meadow	Converse	TX	01/25/05	Failed to Make Required Monthly Payment For March	07/26/05	\$120,417.51
Bancroft, Denise	410 N. Maple Street	Ithaca	MI	05/05/06	Failed to Make Required Monthly Payment For June	08/31/06	\$85,809.01

Bennett, Allen	47 Goodale Ave E	Battle Creek	MI	11/15/05	Failed to Make Required Monthly Payment For January	03/29/06	\$54,169.38
Berry, Sean Michael	924 Evergreen Drive	North Palm Beach	FL	12/30/05	Failed to Make Required Monthly Payment For January	04/24/06	\$410,787.17
Bond, Joshua	122 Holmes Road	Pomfret	CT	12/30/05	Failed to Make Required Monthly Payment For January	03/23/06	\$248,191.57
Briceno, Manuel	6259 Arlington Way	Fort Pierce	FL	05/05/06	Failed to Make Required Monthly Payment For July	10/20/06	\$236,326.00
Choi, Min Wook	3508 Highway 2	Pinon Hills	CA	12/30/05	Failed to Make Required Monthly Payment For March	06/30/06	\$294,357.40
Creamens, Darla	294 Meadowlark Drive	Chillicothe	OH	05/05/06	Failed to Make Required Monthly Payments For May and June	08/31/06	\$163,298.48
Dagoumas, John	8401 NW 44 Court	Lauderhill	FL	05/05/06	Failed to Make Required Monthly Payment For July	10/20/06	\$296,723.00
Dube, Wayne	39 Green Manor Road	Enfield	CT	11/15/05	Failed to Make Required Monthly Payment For February	04/24/06	\$155,613.99
Eleby, Felicia	29 N. Marguerite Avenue	Ferguson	MO	12/30/05	Failed to Make Required Monthly Payment For January	06/30/06	\$155,420.18
Elliott, Peggy Sue	212 NE Eastridge Street	Lees Summit	MO	11/15/05	Failed to Make Required Monthly Payment For December	02/17/06	\$44,745.43

Espinosa, Irene	3709 Piedra Creek Drive	Corpus Christi	TX	11/15/05	Failed to Make Required Monthly Payment For December	02/17/06	\$82,131.87
Espinosa, Irene	3709 Piedra Creek Drive	Corpus Christi	TX	11/15/05	Failed to Make Required Monthly Payment For November	02/14/06	\$22,044.31
Felder, Brandan	3028 Laguna Drive	Plano	TX	12/30/05	Failed to Make Required Monthly Payment For March	06/30/06	\$175,509.92
Felix, Sylvia	183 20 th Court	Greeley	CO	12/30/05	Failed to Make Required Monthly Payment For April	06/30/06	\$119,326.09
Foshee, Levaughn	532 Prairie Star Circle	Colorado Springs	CO	11/15/05	Failed to Make Required Monthly Payment For February	04/24/06	\$14,932.66
Foshee, Levaughn	532 Prairie Star Circle	Colorado Springs	CO	11/15/05	Failed to Make Required Monthly Payment For February	04/24/06	\$43,795.72
Fuentes, Frank	1405 Willow Drive	Greenwood	MO	05/05/06	Failed to Make Required Monthly Payment For May	07/27/06	\$178,840.00
Fuentes, Frank	1407 Dogwood Drive	Greenwood	MO	05/05/06	Failed to Make Required Monthly Payment For May	07/27/06	\$191,038.39
Gaylord, Marnita	800 North Troost Street	Olathe	KS	12/30/05	Failed to Make Required Monthly Payment For March	06/30/06	\$39,473.44

Gonzales, James	1953 Gregory Avenue	Fullerton	CA	11/15/05	Failed to Make Required Monthly Payment For December	04/24/06	\$122,504.43
Gonzalez, Heralida	120 Rockmont Circle	Sacramento	CA	09/02/05	Failed to Make Required Monthly Payment For September	12/27/05	\$476,191.68
Goudy, Jr., Harry	1125 Greenbriar Lane	Lancaster	TX	11/15/05	Failed to Make Required Monthly Payment For January	03/23/06	\$22,203.14
Gray, Sr., Earl	3514 Bryant Avenue North	Minneapolis	MN	12/30/05	Failed to Make Required Monthly Payment For February	06/30/06	\$182,534.63
Green-McGlothin, Natasha	8512 Prairie Wind Trail	Ft. Worth	TX	05/05/06	Failed to Make Required Monthly Payment For July	10/20/06	\$36,314.52
Greggs, Afton	3523 South East Wellington Drive	Pearland	TX	12/30/05	Failed to Make Required Monthly Payment For January	03/23/06	\$24,350.52
Harman, Dennis Keith	4295 Danforth Rd.	Columbus	OH	11/15/05	Failed to Make Required Monthly Payment For February	04/24/06	\$104,750.63
Harman, Dennis Keith	4295 Danforth Rd.	Columbus	OH	11/15/05	Failed to Make Required Monthly Payment For December	03/23/06	\$27,074.72
Hassard, James	10374 West Amelia Avenue	Avondale	AZ	11/15/05	Failed to Make Required Monthly Payment For December	02/17/06	\$203,566.57

Henry, Victor	13334 Knoll Crest Street	Houston	TX	11/29/05	Failed to Make Required Monthly Payment For November	02/14/06	\$68,192.49
Henry, Victor	13334 Knoll Crest Street	Houston	TX	11/29/05	Failed to Make Required Monthly Payment For November	02/14/06	\$24,019.91
Hitchcock, Debra	6594 Osborne Drive	Lake Worth	FL	11/29/05	Failed to Make Required Monthly Payment For February	04/24/06	\$296,918.80
Kirkendoll, Travis	440 Hageman Lane	Cedar Hill	TX	05/05/06	Failed to Make Required Monthly Payment For May	07/27/06	\$203,700.52
Lawson, Sherry Shawnty	2414 Lavin Court	Florissant	MO	11/15/05	Failed to Make Required Monthly Payment For January	03/29/06	\$204,932.36
Mallan, Benjamin	38063 Wesley Court	Palmdale	CA	11/15/05	Failed to Make Required Monthly Payment For November	02/14/06	\$48,762.58
Martinez, David	3833 Intermezzo Way	North Las Vegas	NV	05/05/06	Failed to Make Required Monthly Payment For June	08/31/06	\$270,186.56
Martinez, Nicholas	310 Rolling Hills Lane	Farmersville	TX	11/15/05	Failed to Make Required Monthly Payment For November	02/14/06	\$26,877.56
Martinez, Nicholas	310 Rolling Hills Lane	Farmersville	TX	11/15/05	Failed to Make Required Monthly Payment For November	02/14/06	\$11,601.99

Mendoza, Carlos	3423 W. Fulton Blvd.	Chicago	IL	03/30/06	Failed to Make Required Monthly Payment For March	06/30/06	\$261,639.80
Murray, Michael	4948 Trial Creek Drive	Fort Worth	TX	12/30/05	Failed to Make Required Monthly Payment For April	06/30/06	\$137,875.36
Newman, Katherine	1109 Jewell Avenue	Columbia	MO	11/15/05	Failed to Make Required Monthly Payment For January	03/23/06	\$21,913.39
Pechenaya, Emiliya	11268 Plainview Drive	Frisco	TX	03/30/06	Failed to Make Required Monthly Payment For April	06/30/06	\$390,233.71
Proffit, Casey	24 Aspen Street	Ware	MA	05/05/06	Failed to Make Required Monthly Payment For May	07/27/06	\$180,888.85
Ramirez, Patrick	8505 Quail Wood	San Antonio	TX	11/15/05	Failed to Make Required Monthly Payment For November	02/14/06	\$133,913.37
Ramirez, Patrick	8505 Quail Wood	San Antonio	TX	11/15/05	Failed to Make Required Monthly Payment For January	03/29/06	\$35,569.71
Rawls, Toniqua	229 S. Heritage Oaks Drive	Texas City	TX	11/15/05	Failed to Make Required Monthly Payment For January	03/23/06	\$113,291.18
Richards, Charles	129 Franklin Drive	Hawley	PA	05/05/06	Failed to Make Required Monthly Payment For June	08/31/06	\$172,148.02
Ruiz, Cynthia	1019 Brazos Court	League City	TX	11/15/05	Failed to Make Required Monthly Payments For January	03/23/06	\$129,440.85

Ruiz, Cynthia	1019 Brazos Court	League City	TX	11/15/05	Failed to Make Required Monthly Payments For January	03/23/06	\$36,696.10
Russell, Orlando	4810 Willingham Court	Pittsfield	MI	09/02/05	Failed to Make Required Monthly Payment For September	11/29/05	\$285,579.10
Sanders, Beth	6340 Meadowcrest Drive	La Mesa	CA	05/05/06	Failed to Make Required Monthly Payments For June and July	08/31/06	\$527,517.65
Shindledecker, Wendy	25395 Blackthorne Drive	Murrieta	CA	05/05/06	Failed to Make Required Monthly Payment For June	08/31/06	\$344,822.03
Sibaja, Romeo	3417 Fern Avenue	McAllen	TX	05/05/06	Failed to Make Required Monthly Payment For July	09/26/06	\$21,447.13
Smith, Alesia	10051 Palmer Drive	Olive Branch	MS	11/15/05	Failed to Make Required Monthly Payment For January	03/23/06	\$27,632.95
Snyder, Gary	2251 E. Bridger Street	Pahrump	NV	11/15/05	Failed to Make Required Monthly Payment For November	02/14/06	\$28,334.91
Toth, Franchelique	8271 Tiber Road	Chattanooga	TN	11/15/05	Failed to Make Required Monthly Payment For January	03/23/06	\$128,316.78
Toth, Franchelique	8271 Tiber Road	Chattanooga	TN	11/15/05	Failed to Make Required Monthly Payment For January	03/23/06	\$32,726.81

Walter, Anthony	15018 Riverlet Court	Cypress	TX	12/30/05	Failed to Make Required Monthly Payment For January	03/23/06	\$179,323.72
Washington, Joyce	7922 Diamond Oak Drive	Texas City	TX	11/15/05	Failed to Make Required Monthly Payment For February	04/24/06	\$116,040.81
Williams, Stephanie	244 Katie Drive	Sharpsburg	NC	01/25/05	Failed to Make Required Monthly Payment For March	05/24/05	\$85,599.38

TOTAL OWED DLJMC: \$9,333,289.58 (as of April 30, 2007)